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NOTE CHANGES MADE BY THE COURT.

7 Attorneys for Plaintiff Jodi Cobb

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☐ JS-2/JS-3

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

13 JODI COBB, an individual,

CASE NO. CV-06 5742 CAS JTLx

14 Plaintiff,

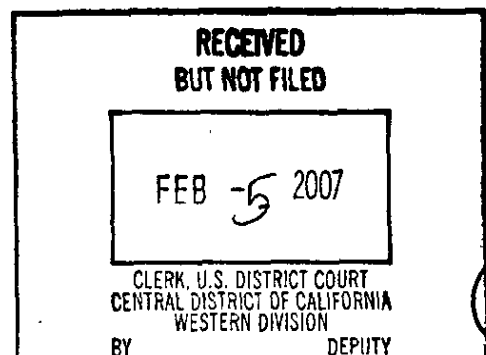
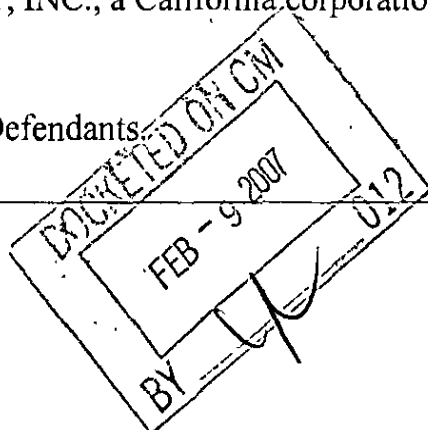
STIPULATION RE:
 SETTLEMENT; ~~PROPOSED~~
 ORDER THEREON

16 v.

17 GEISHA HOUSE LLC, a California
 18 limited liability company, LONNIE
 19 MOORE, an individual, MICHAEL
 20 MALIN, an individual, and TAG
 FRONT, INC., a California corporation,

22 Defendants

NOTE CHANGES MADE BY THE COURT.



STIPULATION RE SETTLEMENT

SAUER & WAGNER LLP
 1801 CENTURY PARK EAST, SUITE 1150
 LOS ANGELES, CA 90067

1 WHEREAS, the parties in this action reached a settlement on January 9,
2 2006, pursuant to which certain installments payments are to be made by Tag Front
3 Inc. ("Tag Front") over a one year period and by Geisha House LLC and Lonnie
4 Moore (collectively "Geisha") over an eighteen month period. In addition, while
5 denying any liability, defendants agreed that within 60 days that they will remove
6 and not use any and all images which Plaintiff alleged were infringing in the
7 lawsuit, and that they will not use in the future any such images without written
8 authorization from Plaintiff or any authorized representative or license holder of
9 Plaintiff.

10 WHEREAS, the settlement agreement additionally provides that, in the
11 event there is a default and failure to cure within 15 days after written notice to the
12 defaulting party(ies) and their respective counsel, plaintiff may immediately seek
13 entry of a stipulated judgment against the defaulting party(ies).

14 WHEREAS, the settlement agreement further provides that the defendants
15 will be dismissed with prejudice upon payment in full of the respective amounts
16 owed.
17

18 WHEREAS, the settlement agreement further provides that it is subject to
19 court approval.
20

21 NOW, THEREFORE, the parties in this action hereby stipulate, through
22 their counsel of record, as follows:
23

24 1. The short-form Settlement Agreement signed by all parties on January
25 9, 2006, together with the Addendum thereto, shall serve as the formal settlement
26 agreement between the parties (the "Settlement Agreement").
27
28

2. In the event Tag Front fails to make any of the payments provided for in Paragraph 1.A of the Settlement Agreement following delivery of a fifteen (15) day written notice to its counsel, plaintiff may immediately seek entry of the stipulated judgment pursuant to the Stipulation for Entry of Judgment executed concurrently herewith by Tag Front. Upon payment in full of the sums provided for in paragraph 1.A of the Settlement Agreement, Tag Front and plaintiff shall request that the Court dismiss the action as to Tag Front with prejudice.

3. In the event Geisha fails to make any of the payments provided for in Paragraph 1.B of the Settlement Agreement following delivery of a fifteen (15) day written notice to its counsel, plaintiff may immediately seek entry of the stipulated judgment pursuant to the Stipulation for Entry of Judgment executed concurrently herewith by Geisha. Upon payment in full of the sums provided for in paragraph 1.A of the Settlement Agreement, Geisha and plaintiff shall request that the Court dismiss the action as to Geisha with prejudice.

4. The Court shall retain jurisdiction to enforce the Settlement and to enter the stipulated judgments in the event of default. All dates are hereby vacated. This shall be placed on the Court's inactive list.

DATED: January 30, 2007

SAUER & WAGNER LLP

By Eve H. Wagner
Eve H. Wagner
Attorneys for Plaintiff Jody Cobb

DATED: January 30, 2007

RUTTER HOBBS & DAVIDOFF INC.

IT IS SO ORDERED

Dated: 2/6/07

Cristina A. Snyder
United States District Judge

By Geoff Gold
Geoff Gold

SCANNED

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DATED: January 31, 2007

SAMINI & ASSOCIATES

By [Signature]
Nima Nami

GOOD CAUSE APPEARING, IT IS SO ORDERED:

[Signature]
HONORABLE CHRISTINA A. SNYDER

SAUER & WAGNER LLP
1801 CENTURY PARK EAST, SUITE 1150
LOS ANGELES, CA 90067

PROOF OF SERVICE

I am employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is 1801 Century Park East, Suite 1150, Los Angeles, California 90067.

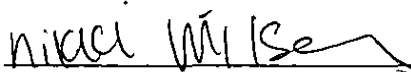
On February 5, 2007, I served the foregoing document(s) described as:
STIPULATION RE: SETTLEMENT; [PROPOSED] ORDER THEREON on the interested party(ies) in this action, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED LIST

- (X) I am readily familiar with the business practice for collection and processing of correspondence for mailing within the United States Postal Service. I know that the correspondence is deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and with postage thereon fully prepaid, placed for collection and mailing on this date, following ordinary business practices in the United States mailed at Los Angeles, California.
- () By Federal Express, I caused to be delivered such envelope via Federal Express to the office(s) of the addressee(s) noted above.
- () By facsimile machine, I caused the above-referenced document(s) to be transmitted to the party(ies) listed above.
- () By personal service, I delivered such envelope by hand to the offices of the addressee(s) noted above.

Executed this 5th day of February 2007, at Los Angeles, California.

- () (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (X) (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Nikki Willson

SERVICE LIST

SCANNED

Tag Front, Inc.
c/o Nader Debash
Agent for Service of Process
818 South Broadway
Suite 700
Los Angeles, CA 90014

Nima Nami, Esq.
Samini & Associates, APC
555 Anton Boulevard, 12th Floor
Costa Mesa, CA 92626

Geoffrey Gold, Esq.
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1901 Avenue of the Stars
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